

**U.S. General Services Administration
Invitation for Bids**

SALE OF GOVERNMENT REAL PROPERTY

**Odd Fellows Hall
26, 30, 40 Market Street
Salt Lake City, UT 84101**

Sale No. GSA-R-1638

This Property is located at 26, 30, 40 Market Street, Salt Lake City, UT 84101 and contains approximately 0.412 acres improved with 1 building of approximately 25,510 +/- gross square feet.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at www.auctionrp.com.

Auction Summary

Sale Type: **Online Auction**

Start Date: **August 4, 2010**

End Date: **TBD**

Registration Deposit: **\$ 50,000.00**

Bid Increment: **See Website**

Suggested Opening Bid: \$500,000

**Send Bid Form and Registration
Deposit to:**

U.S. General Services Administration
Office of Real Property Disposal (7PZ)
819 Taylor Street, Room 8A10
Fort Worth, TX 76102
Attn: William Rollings

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on Utah to view and download Property
Sales information

Inspection Opportunities:

The property will be available to view by
appointment only. Please contact William
Rollings at 817-978-4324 to schedule an
appointment.

Sales Information

William Rollings
817-978-4324
William.Rollings@gsa.gov

Online Auction

www.auctionrp.com

Register and submit your bid

GSA Control Number 7-G-UT-520

Online Auction Assistance

William Rollings
817-978-4324
William.Rollings@gsa.gov

TABLE OF CONTENTS

Property Description	page 2
Legal Description	page 2
General Terms of Sale	page 4
Instructions to Bidders	page 9
Notices and Covenants.....	page 17
Bidder Registration and Bid Form.....	page 21
Certificate of Corporate Bidder.....	page 22
Historic Preservation Easement.....	page 25

PROPERTY DESCRIPTION

LOCATION AND SETTING

The property consists of a .412 acre parcel of land improved with an historic 3-story office building constructed in 1891 also including a basement and fourth floor mezzanine. The building is of Class C masonry construction, brick exterior and contains approximately 25,510 gross square feet. Also included is a vacant lot adjacent to the building approximately 110 ft by 120 ft in size.

A foundation with a full basement has been constructed on the new site to accommodate the relocated building. All utilities (electric, gas, water, and sewer) are stubbed into the building but not connected. The existing building mechanical systems have been left in place but not reconnected nor guaranteed to be operational. There is space for an elevator to be installed, but there is no working elevator in place. Existing restrooms remain, but water and sewer have not been connected. No fire safety systems are in place. The building has not been brought up to current seismic codes; however, the new foundation has been designed to accommodate seismic loading.

LEGAL DESCRIPTION

8,958 square feet of land located at 26 West Market Street in the city of Salt Lake City, Utah, more particularly described as follows:

Property located at 26 West Market Street, Salt Lake City, Utah, legal description as follows: Commencing at a point 33 feet North and 77-1/2 feet East from the Southwest quarter corner of Lot 7, Block 51, Plat "A", Salt Lake City Survey; and running thence East 77-1/2 feet; thence North 108 feet; thence North 45 degrees West 11.31 feet; thence West 69-1/2 feet; thence South 116 feet to the place of beginning. AND Together with a right-of-way beginning 33 feet North and 165 feet West of the Southeast corner of Lot 7, thence North 132 feet; thence West 165 feet; thence South 16 feet; thence East 147 feet; thence South 45 degrees East 11.3 feet; thence South 108 feet; thence East 10 feet, to beginning and any Western extension thereof.

AND

8,990 square feet of land located at 30 and 40 West Market Street in the city of Salt Lake City, Utah, more particularly described as follows: Beginning 33 feet North of the Southwest corner of Lot 7, Block 51, Plat A, Salt Lake City Survey, and running thence North 116 feet; thence East 77-1/2 feet; thence South 116 feet; thence West 77-1/2 feet; to point of beginning. AND Together with a right-of-way beginning 33 feet North and 165 feet West of the Southeast corner of Lot 7, thence North 132 feet; thence West 165 feet; thence South 16 feet; thence East 147 feet; thence South 45 degrees East 11.3 feet; thence South 108 feet; thence East 10 feet, to the beginning and any Western extension thereof.

Totaling 0.421 acre, more or less, with appurtenances thereto.

EASEMENTS, ENCROACHMENTS AND RESERVATIONS

1. Historic Preservation Easement Requirements affecting the Property

This sale is expressly made subject to all terms, conditions, restrictions, agreements, and covenants running with the land, as set forth in that certain *Grant of Preservation Easement*, to be entered into between the United States of America and the Utah Heritage Foundation prior to any final closing and conveyance of the Property, which is attached hereto and marked as Attachment "A", and which is hereby fully incorporated herein and made a part of the Invitation for Bids. All Bidders of the Invitation for Bids further understand and agree that in the event they become the ultimate Purchaser of the Property and as a condition precedent to closing, they will accept the Property subject to, be bound by, and thereafter fully comply with all terms, conditions, restrictions, agreements, and covenants running with the land imposed under such *Grant of Preservation Easement*.

2. Other Reservations, Exceptions, Covenants, and Agreements:

- a. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property, and the final instrument of conveyance shall contain the following terms and provisions of **reservation**:

SAVE AND EXCEPT and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the UNITED STATES OF AMERICA in the Patent(s) which cover(s) the Property.

- b. This sale is made and the conveyance of the hereinabove described property shall be made subject to the following outstanding interests and **exceptions** which shall be set forth in the final instrument of conveyance in the following manner:

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

- 1) All existing licenses, permits, servitudes, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.
- 2) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.
- 3) All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.

- 4) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.
- 5) Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

UTILITIES

All utilities (electric, gas, water, and sewer) are stubbed into the building but not connected.

GENERAL TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notice and Covenants and/or Special Terms of Sale; Bidder Registration and Bid Form for Purchase of Government Property and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

d. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

e. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

f. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

g. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

h. **PROPERTY**

The term "Property" refers to the property or properties described on the Property Description of this IFB.

i. **AS-IS**

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

j. **WHERE-IS**

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (7PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The property will be available to view by appointment only. Additional information can be obtained on the website www.auctionrp.com. For information call **William Rollings** at **817-978-4324** or write to Real Property Utilization and Disposal Division, (7PZ), General Services Administration (GSA), 819 Taylor Street, Suite 8A10, Fort Worth, TX 76102. **E-Mail Address** is William.rollings@gsa.gov.

No one will be allowed access to the Property without the presence of a GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the expressed written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale "AS IS" AND "WHERE IS" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise

to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges their express understanding and stipulation that there are no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

6. ZONING

The property is presently zoned D-1, Central Business District. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

7. RISK OF LOSS

As of the date of assumption of possession of the Property or the date of conveyance, whichever occurs first, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Governments accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in

condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. A bill of sale will be utilized to convey personal property, if necessary. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

- a. **The closing date of the sale is thirty (30) calendar days after acceptance of the bid.** Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.
- b. On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing.
- c. The Government reserves the right to extend the closing date for a reasonable amount of time.

16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay either: (i) a liquidated damages assessment of \$250.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the

yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

- a. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.
- b. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.
- c. A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 8A10
Fort Worth, TX 76102
Attn: William Rollings

18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

19. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on August 4, 2010

2. TYPE OF SALE

This sale will be an online auction conducted at the GSA's online auction website ("Website") www.auctionrp.com. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date for the soft close will be announced at www.auctionrp.com, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be on an ALL-CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

- (1) Complete Online Registration: Bidders should register online at www.auctionrp.com. Click on "Create a new account", provide the requested account information and establish a User Identification ("ID") and Password. A previously registered bidder can login using the established User ID and password.
- (2) A User ID and Password are used to register online and to place bids. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids at www.auctionrp.com, and for your privacy, your User ID should protect you or your company's identity. In the event you forget your User ID or password, or both, or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.
- (3) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- (4) Provide Registration Deposit: A deposit in the amount of **\$50,000.00** (the "Registration Deposit") must accompany your Bidder Registration and Bid Form.

Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

- b. For deposits by credit card, bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.
- c. Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.
- d. b) To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:
- e. U.S. General Services Administration
Office of Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 8A10
Fort Worth, TX 76102
Attn: William Rollings
- f. If the Registration Deposit is to be provided by credit card, the Registration by Credit Card form, and the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817) 978-2063.
 - (1) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
 - (2) Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

5. BIDDING IN GENERAL

- a. Registered bidders may provide, by mail or fax, an initial written bid on the Bidder Registration and Bid Form, or place an initial bid online by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your User ID and password.
- b. Bids received through www.auctionrp.com are date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for the Property in the IFB and as listed at www.auctionrp.com. The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.

- c. Bids must be submitted without contingencies.
- d. Written bids that are not submitted on GSA forms will be rejected.

6. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at www.auctionrp.com. New bids are immediately posted at www.auctionrp.com upon receipt. A bid made online will supersede an initial written bid of an equal or lesser amount. An initial written bid may be posted online by GSA if the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.

If your bid is not accurately shown on www.auctionrp.com, then you should call GSA at 817-978-2331. Bidders are urged to pay close attention to www.auctionrp.com which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

7. INCREASING YOUR BID ONLINE

If you learn from www.auctionrp.com that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid at www.auctionrp.com until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the bid increment at any time prior to the close of the auction.** To increase a previously submitted initial written bid, bidders must bid online at www.auctionrp.com or by fax.

8. INCREASING YOUR BID BY FAX

Bids also may be submitted by fax by using the enclosed Bidder Registration and Bid Form for Purchase of Government Real Property. By faxing your bid, you agree that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased bids or initial bids is **(817) 978-2063**.

All bids submitted by fax must arrive at the place, and by the date and time, that the Government has specified as the deadline for receipt of bids. While fax bids are accepted, the Government encourages bidders to place bids online at www.auctionrp.com. Bids by fax received during normal business hours will be posted at www.auctionrp.com in a timely manner. It is the responsibility of the bidder to ensure that adequate time is available during normal business hours for a bid to be posted at www.auctionrp.com. The Government makes no representation or guarantee that any bid by fax will be posted prior to a bid of the same amount placed online at www.auctionrp.com or to extend the closing of an auction.

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.

- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.
- j. If your bid is not accurately shown or you cannot enter a bid at www.auctionrp.com then you should call GSA at 817-978-2331 for assistance.

10. "SOFT CLOSE" BID SURVIVAL

The Government will announce a date and time for the receipt of final bids on the sale web page. On that date and time, Central Time, a clock starts for the High Bid survival period, usually 24-hours. If the high bid on the announced date and time survives the full Soft Close interval without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder. If an increased bid of the increment stated is received within challenge period, then bidding will be held over for an additional Soft Close interval (excluding weekends and Federal holidays) on the same terms. This process will continue until a bid survives the full Soft Close bid interval unchallenged. Bid survival time intervals may be changed from 24 hours (reduced or increased) as determined by the Government. Bid increment amounts may also be changed as determined by the Government. Notices of changes to bid intervals or bid increments of the sale shall be deemed to have been sufficiently given when posted on the sale web page at <http://auctionrp.com>.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 60 calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such acceptance.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

13. BROKER PARTICIPATION

A commission will be paid as follows to any properly licensed real estate broker/agent who submits his/her Broker Participation Registration Form according to the terms and conditions of the Invitation for Bids for this sale and whose client is the successful purchaser of the property. Commission is earned only at closing and funding for the total contract price for the property.

- a. Two percent (2.0%) commission will be paid on the Initial Written Bid Amount on the Bid Form that matches the client's opening bid.
- b. One percent (1.0%) commission will be paid on the balance remaining between an initial written opening bid amount shown on the Bid Form and the final High Bid Price.
- c. If no Initial Written Opening Bid is written on the Bid Form, then a total of one percent (1.0%) of the high bid price of the property(s) purchased by that broker's client will be paid to that broker as a commission.

- d. The broker's commission will not exceed two percent (2.00%) of the High Bid Price of the property(s) purchased by that broker's client.
- e. In order to be entitled to any commission, the broker must:
- (1) Register his/her client by filling out the Bid Form and Buyer's Broker Participation Registration Form in full, including the signature of the client on the form.
 - (2) Submit the Buyer's Broker Participation Registration Form via fax at **817-978-2063** or mail to: **U.S. General Services Administration, Real Property Utilization & Disposal Division (7PZ), 819 Taylor Street, Rm. 8A10, Fort Worth, Texas 76102.** . Broker forms arriving without a Bid Form will not be honored. Broker Registration forms sent anywhere other than the above address and fax number will not be honored.
 - (3) Abide by the guidelines outlined herein.
- f. Initial opening bids received by GSA with a Buyer's Broker Participation Form will be placed on-line on behalf of the bidder. Opening bids will be taken in the order received and only the highest bids received will be placed. If more than one bidder should submit the same opening bid amount, the form first received by GSA will take precedence.
- g. **Central Contractor Registration (CCR):** Any Broker wishing to do business with the federal government must be registered in CCR before being paid a commission. Registrants are required to submit detailed company information including:
- General Information – Includes, but is not limited to, DUNS number (see below), company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and website address.
 - To Register in CCR go to <http://www.ccr.gov>. Click on "Start New Registration."
- h. **Dun & Bradstreet Numbers (DUNS):** A DUNS number is a unique, non-indicative 9-digit identifier issued and maintained by Dun & Bradstreet that verifies the existence of a business entity globally. Dun & Bradstreet assigns DUNS numbers for each physical location of a business. A DUNS Number is required to start your CCR registration. To receive a DUNS number, you will need to provide the following information:
- Legal Name
 - Headquarters name and address for your organization
 - Doing business as (DBA), or other name by which your organization is commonly recognized
 - Physical Address, City, State, and Zip Code Mailing Address (if separate from Headquarters and/or physical address)
 - Telephone Number
 - Contact Name and Title
 - Number of Employees at your physical location
 - To obtain a DUNS number go to <http://fedgov.dnb.com/webform> or call (866) 705-5711.

14. BID EXECUTED ON BEHALF OF BIDDER

- a. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

- (1) If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- (2) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.
- (3) If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

15. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

16. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government. Notice of suspension or cancellation shall be deemed to have been sufficiently given when posted to <https://propertydisposal.gsa.gov>.

17. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

- a. **Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.**
- b. Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

18. REFUND OF REGISTRATION DEPOSITS

- a. Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.
- b. Registration Deposits received from the second highest bidder will be held as stipulated in paragraph 19, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but will require several weeks to complete. Refunds to a credit card will be processed within three business days.

19. BACKUP BIDDER

- a. The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder for the duration of Continuing Offer period described in paragraph 11, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, without interest, until the High Bidder completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.
- b. The Registration Deposit of the Backup Bidder will be returned as described in paragraph 18, above if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

20. ADDITIONAL INFORMATION

- a. GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov>.
- b. Bid deposits made by Cashier's Check should be made payable to **"U.S. General Services Administration."**
- c. At Soft Close, bids have to survive a stated time each day as designated. **Timing or "Sniping" bids has no effect on GSA's Soft Close and may cause you to lose**

you're your opportunity to bid and lose the auction.

- d. The Invitation for Bids may be amended at any time.** Amendments are announced on the GSA website at <https://propertydisposal.gsa.gov>. Always contact the sales office if you think you don't have the most recent version of the bidding documents.

21. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

1. HAZARDOUS SUBSTANCE NOTIFICATION

- a. NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.
- b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
 - (1) This covenant shall not apply:
 - a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
 - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
 - (2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of

such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- a) the associated contamination existed prior to the date of this conveyance; and
 - b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.
- c. **Access.** Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.
- d. **Non-Disturbance Clause.** Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

2. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

3. ASBESTOS CONTAINING MATERIALS

- a. Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential

hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

- b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.
- c. No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- d. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

4. **NOTICE – PRESENCE OF RADON:**

The Grantee is notified that the United States has determined that a radon hazard potentially exists in subject building(s) on the Property and from the Property itself. Results of previous studies performed by the United States are available to the Grantee. Radon is a naturally occurring radioactive gas emanating from the ground that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. § 9604 (a)(3). Additional information regarding radon and radon testing may be obtained from the EPA and county and state health units.

5. **PESTICIDES DISCLOSURE:**

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA – 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a “release” (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

6. **MISCELLANEOUS NOTICES, TERMS, CONDITIONS, AGREEMENTS, AND COVENANTS:**

This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following agreements which will be set forth in the final instrument of conveyance in the following manner:

- a. Grantee has inspected the hereinabove described and conveyed property and has satisfied him/her/itself that the property is free of any hazardous substance(s) or petroleum products or their derivatives, calcium hypochlorite, batteries, and insecticides, and Grantee, his heirs and assigns, will indemnify, protect, defend, save and hold harmless Grantor, and Grantor’s employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), attorneys’ fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives, calcium hypochlorite, batteries, and insecticides, which may have contaminated the hereinabove and conveyed property after the date of this Deed.
- b. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the FAA in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, “Objects Affecting Navigable Airspace,” or under the authority of the Federal Aviation Act of 1958, as amended.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

Odd Fellows Hall
26, 30, 40 Market Street
Salt Lake City, UT 84101
Property Code
REGISTRATION DEPOSIT: \$50,000.00

BID AMOUNT: \$ _____, _____, _____ **.00**
INITIAL BID _____ **INCREASED BID** _____

AuctionRP.com USER ID: _____

Bidder Information: Please print or type legibly.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (_____) _____ Fax: (_____) _____
E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, paragraph 14, Bid Executed on Behalf of Bidder:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ A trustee, acting for _____
☐ Other _____

Registration Deposit (check one):

- ☐ By certified or cashier's check made payable to the **U.S. General Services Administration**
TIN or SS# _____ (please provide to expedite refund)
☐ By Credit Card: _____ Exp: ____/____ CSC/CVC _____
☐ Visa ☐ MasterCard
☐ Discover ☐ American Express
Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. GSA-R-1638 including the Property Description, General Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Lease, Historic Preservation Memorandum of Agreement, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at www.auctionrp.com. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (7PZ)
Attn: William Rollings
819 Taylor Street, Room 8A10
Fort Worth, TX 76102

FAX: (817) 978-2063 (if deposit by credit card)

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Real Property
(see Paragraph 14, Instructions to Bidders, Bid Executed On Behalf Of Bidder for instructions)

**Odd Fellows Hall
26, 30, 40 Market Street
Salt Lake City, UT 84101**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is
within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

**BUYER'S BROKER PARTICIPATION
REGISTRATION FORM**

**Odd Fellows Hall
26, 30, 40 Market Street
Salt Lake City, UT 84101
GSA-R-1638**

BROKER/AGENT: _____
COMPANY NAME: _____
COMPANY ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
LICENSE NUMBER: _____ BROKER NUMBER: _____
TAX IDENTIFICATION NUMBER: _____
OFFICE PHONE: _____ FAX: _____
MOBILE PHONE: _____

Client (Buyer/Bidder) Information

CLIENT _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
HOME PHONE: _____ OFFICE PHONE: _____ MOBILE PHONE: _____

Broker/Client Certification

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify broker for commission.
3. Only the first registration of a prospective client will be accepted and honored.
4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such commission.
5. The broker will be paid a commission only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
6. The broker will not receive a commission without the signature of the client on the Buyer's Broker Participation Registration Form.
7. The broker cannot participate in the auction and receive any commission in conjunction with any other co-brokerage or referral agreement between the Government and broker.
8. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
9. The broker is not a subagent of Government and represents his or her client (buyer/bidder) as a buyer's broker.

The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has inspected the premises of the subject property or otherwise satisfied themselves as to the location, condition, quantity and quality of the property.
2. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
3. Commission shall be paid only to broker representing client (buyer/bidder) as shown on this form.
4. GSA is not responsible for the accuracy of any information not obtained directly from the Government

BUYER/BIDDER SIGNATURE:_____

DATE:_____

BROKER/AGENT SIGNATURE:_____

DATE:_____

EXHIBIT A

Grant of Preservation Easement

When recorded, mail to:

Utah Heritage Foundation
P.O. Box 28
Salt Lake City, UT 84110-0028

GRANT OF PRESERVATION EASEMENT

THIS PRESERVATION EASEMENT ("Preservation Easement") is granted this ___ day of _____, 2010 by the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services under the authority of 40 U.S.C. § 541 et seq. (hereinafter referred to as "Grantor" or "Government"), in favor of **UTAH HERITAGE FOUNDATION**, a Utah non-profit corporation (hereinafter referred to as "Grantee"), having an address at P.O. Box 28, Salt Lake City, Utah 84110-0028.

WHEREAS, Grantor is the current owner of certain real property known as the Site of the Relocated Odd Fellows Hall located at 26, 30 and 40 Market Street, Salt Lake City, Utah 84101, as more particularly described in the legal description attached hereto, marked Exhibit A, which is incorporated herein and made a part hereof;

WHEREAS, Grantor is the current owner of the Independent Order of Odd Fellows Hall identified herein as the "Independent Order of Odd Fellows Hall" or "Building", which possesses historical and architectural values to the external vertical surfaces of the Building (hereinafter referred to as the "Preservation Values") of great importance to the Grantor, the people of Salt Lake City, the State of Utah, and the Grantee;

WHEREAS, the real property was originally acquired by the Grantor pursuant to Public Law 1087, Division J, Title IV, Section 413 (117 Stat 455) and that the Grantor may hereafter convey the real property and Building to a nonfederal entity after the execution of this Preservation Easement after which the terms and conditions of this Preservation Easement shall hereafter apply to the Grantor and to Grantor's successors, transferees, assigns, and all other parties who hereafter acquire a fee title interest in the real property and Building while this Preservation Easement is in effect (hereinafter sometimes collectively referred to as "Grantor's Successors and Assigns");

WHEREAS, the Building's Preservation Values are derived from its historic significance in the association with the Independent Order of Odd Fellows, a social and fraternal organization that built this hall near south Main Street in 1891, a time when similar organizations were also locating nearby to create a Gentile-centered community in a Mormon-dominated downtown; and architectural significance as one of the few remaining Romanesque Revival style buildings built and remaining in Utah, exhibiting characteristic features of the style such as arched windows, intricate sculpted stonework, brick detailing, patterns, and corbelling, and a prominent cornice;

WHEREAS, it is the purpose of this Preservation Easement to protect and preserve the Preservation Values, historic integrity and character of the external features of the Building, and to prevent any use of the Building that will significantly impair or interfere with the Preservation Values of the Building;

WHEREAS, Grantee represents that it is a charitable organization described in §501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code"), was created more than two (2) years prior to the execution of this Preservation Easement and is a "qualified organization" as defined

in §170(h)(3) of the Code, and is qualified under §9-8-503 of the Utah Code Annotated to acquire this Preservation Easement; and,

WHEREAS, this Preservation Easement, intended to be of the type described in Utah Code Ann. §9-8-501 et seq. is granted in perpetuity and the burdens imposed hereby upon the Building are deemed to run with the land and be binding upon the Grantor and its' successors and assigns with Grantor's estate to be the servient estate and Grantee's estate to be the dominant estate;

NOW THEREFORE, in consideration of: (1) Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged; and, (2) all terms, conditions, reservations, restrictions, covenants and agreements hereinafter set forth, Grantor does hereby grant and convey unto the Utah Heritage Foundation, its successors and assigns, a preservation easement in the real property and Building of the Grantor , which shall in the Utah Heritage Foundation with the following described rights to the real property, and, more specifically, in the Building:

1. Grantee agrees to hold this Preservation Easement exclusively for preservation purposes. Any transfer by Grantee of this Preservation Easement shall be conditioned upon the transferee being qualified in Grantee's opinion and agreeing to hold this Preservation Easement exclusively for preservation purposes and continuing the preservation purpose which this Easement was originally intended to carry out. "Qualified" means qualified within the meaning of §170(h)(3) of the IRS Code. Grantee agrees to give written notice to Grantor at least thirty (30) days prior to the date of transfer.
2. The exterior vertical surfaces and features of the Building (including, without limitation, the exterior walls and chimneys) on the Building as depicted in the photographs attached hereto and incorporated herein as **Exhibit B**, are required by Grantee to be maintained by Grantor at all times in a good and sound state of repair. Grantor's Successors and Assigns are not permitted to accelerate deterioration from its original condition at the time of conveyance, including using abrasive forms of cleaning such as sandblasting or other types of power washing without prior written permission.
3. Grantee requires the Fee Owner of the Building at the time of the request to seek prior written consent of the Grantee, which shall not unreasonably be withheld, before such Fee Owner of the Building causes or permits any construction, alteration, remodeling, dismantling, destruction, demolition, or other activity which would affect or alter in any material way the historic architectural integrity of the exterior vertical surfaces of the Building, except for routine maintenance.
4. For any proposed permanent changes to the exterior vertical surfaces of the Building, Grantee requires that the Fee Owner of the Building at the time proposed permanent change deliver information (including plans, specifications, and drawings) along with four-by-six (4x6) inch color photographs of the areas to be affected for review and approval. In connection therewith, the owner shall also submit a timetable for the proposed activity sufficient to permit monitoring of such activity. The Fee Owner of the Building shall make no change or take any action subject to the approval of Grantee until receipt of written approval by an authorized representative. Whenever such consent or written approval is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except

under extraordinary circumstances) or such consent shall be deemed to have been given. Proposed changes will conform to the Secretary of Interior's Standards for the Treatment of Historic Properties, 1995, as administered by the State Historic Preservation Officer.

5. Grantee and its representatives shall be permitted at all reasonable times to inspect the Building. Reasonable advance notice of inspection of not less than two (2) business days advance notice in writing shall be given to the Fee Owner of the Building at the time of the inspection request.
6. Grantor, for itself and for Grantor's Successors and Assigns, covenants and agrees to the following:
 - A. With the exception of Grantor, the Fee Owner of the Building shall be responsible to pay any and all taxes assessed against the Property, including but not limited to ad valorem taxes for which Fee Owner of the Building might otherwise be liable.
 - B. With the exception of the Grantor, the Fee Owner of the Building shall keep the premises insured against loss from the perils commonly insured under standard fire and extended coverage policies and shall also maintain general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would normally be carried on a property such as the Property protected by such preservation easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. In addition, the successor Fee Owners of the Building shall deliver to Grantee fully executed copies of such insurance policies evidencing the aforesaid insurance and copies of new or renewed policies at least ten (10) days prior to the expiration of such policy. Grantee shall have the right to provide such insurance at the cost and expense of the Fee Owner of the Building should such Fee Owner(s) of the Building thereafter fail to obtain same. In the event Grantee obtains such insurance, the cost of such insurance shall be a lien on the Property until repaid by such Fee Owner of the Building.
7. Grantor's Successors and Assigns further covenant and agree that in the event of any breach or violation of the terms of this Preservation Easement within ten (10) business days after receiving written notice of knowledge thereof, or within any such longer period as may be reasonably required to cure such breach or violation, the Fee Owner of the Building at the time of the breach shall be responsible to cure such breach or violation. In the event of the failure of the Fee Owner of the Building at the time of the breach to cure such breach or violation and only to the extent permitted or required by law, such Fee Owner of the Building shall pay the costs and expenses, including reasonable attorneys' fees incurred by Grantee, for any action reasonably necessary to enforce the terms hereof, including the curing of any breach or violation of the terms of this Preservation Easement.
8. Upon any breach of the terms of this Preservation Easement, the Fee Owner of the Building shall be responsible to cure such breach or violation. Grantee shall, in addition to the rights conferred upon Grantee by paragraph seven (7) above, have the following

rights which shall be cumulative and shall be in addition to any other rights and remedies available to Grantee, at law or in equity: (1) to require restoration of the exterior vertical surfaces of the Building to its condition at the time of the granting of this Preservation Easement or to the enhanced condition of the exterior vertical surfaces of the Building as a result of the requirements for repair, restoration or maintenance contained in this Preservation Easement; (2) to enjoin any further breach or enforce any covenant hereof by action in an appropriate court of competent jurisdiction; or (3) to recover damages for any breach of the conditions hereof or for the purpose of accomplishing the restoration of the exterior vertical surfaces of the Building by Grantee.

9. The parties hereto have prepared a Baseline Documentation and inventory of the Building's relevant resources, features, and conditions which inventory is attached, in part, hereto as **Exhibit C** exterior vertical surfaces of the Building, including reports, drawings, and photographs, and by this reference made a part hereof. The Baseline Documentation in its entirety is on file at the office of the Grantee. The condition documented in this Baseline Documentation shall represent the condition of the Building for the purposes of enforcement of this Preservation Easement by the Grantee.
10. By acceptance of this Preservation Easement, the Grantee, for itself and its successors and assigns, covenants and agrees as follows:
 - A. This Preservation Easement may be terminated in whole or in part by Grantor's successors and assigns, effective on the date of the notice, upon occurrence of any of the following circumstances:
 - i. A failure of Grantee, its successors or assigns, to comply with any term or condition of this grant; or,
 - ii. An abandonment of this Preservation Easement by Grantee, its successors or assigns.
11. Except as otherwise provided under Articles 6, 7 and 8 above, Grantor, its successors and assigns, shall not be responsible for damages to property or injuries to any and all persons which may arise from or be incident to the exercise of enforcement rights of Grantee, and/or its successors and assigns, under the terms of this Preservation Easement. In addition, Grantor, its successors and assigns, shall not be responsible for damages to the property or injuries to the persons of the officers, agents, servants, employees, agents, or contractors, of said Grantee, its successors and/or assigns, or for others who may be at or on the easement area at their invitation or invitation of any one of them arising from or incident to the activities of Grantee, its successors and/or assigns. In addition and to the extent permitted by law, Grantee, its successors and assigns shall hold the Grantor, its successors and assigns, harmless from all such claims under this Article which may hereinafter arise after this grant of the Preservation Easement.
12. Grantee specifically covenants and agrees, for itself, its successors and assigns, that Grantee, its successors and assigns, shall not discriminate upon the basis of race, color, religion, or national origin in the use and enforcement of this Preservation Easement, or in their employment practices conducted in connection therewith. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest in the locality of the Preservation Easement

covering the Building hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

13. The recording of the Preservation Easement on the Property shall constitute conclusive evidence of the rights bestowed upon Utah Heritage Foundation to require the Grantor and Grantor's Successors and Assigns to be bound by the conditions, restrictions, and limitations and to perform the obligations herein set forth.

TO HAVE AND TO HOLD, the said Preservation Easement, unto the said Grantee, and its successors and permitted assigns, forever.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this day of _____, 2010.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services Administration

By _____
MELVIN E. FREEMAN
Director
Real Property Utilization & Disposal Division
Greater Southwest Region
General Services Administration

**THE STATE OF TEXAS
COUNTY OF TARRANT**

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared MELVIN E. FREEMAN, known to me to be the person whose name is subscribed to the foregoing Quitclaim Deed, and known to me to be the Director, Real Property Disposal Division, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this day of _____, 2010.

Notary Public, State of Texas

GRANTEE: _____

By _____
KIRK HUFFAKER
Executive Director
Utah Heritage Foundation

(date)